knowledge of the plaintiff's rights, but also those made before the acquisition of such knowledge. And a glance at the consequences of such an injunction justifies this conclusion. The plaintiff is given the benefit of his contract, the E. Co. is compelled to observe its contractual obligations, and the defendant can compel the E. Co. to indemnify it for any damage it may suffer from the loss of its contracts with the E. Co.

INSURANCE—RIGHTS OF LIFE-TENANT AND REMAINDERMAN WHERE PROPERTY IS INSURED BY TESTATRIX.—The testatrix, having taken insurance running to herself and her legal representatives, devised the insured property to her husband for life, with remainder over. The property was destroyed by fire and the defendant paid the executor who was also the life-tenant, who spent part of the money in rebuilding. The trustee for the remaindermen brought this action against the insurance company, claiming it should have paid them at least a *pro rata* share of the insurance. *Held,* for the defendant. *Oldham's Trustee* v. *Boston Ins. Co.* (Ky. 1920) 226 S. W. 106.

When the policy runs to the insured and his legal representatives, the executor or administrator is the proper one to sue, for it is a *chose* in action which does not run with the realty. *German Ins. Co.* v. *Wright* (1897) 6 Kan. App. 611, 49 Pac. 704; *Geo. Home Ins. Co.* v. *Kinnier's Admx.* (Va. 1877) 28 Gratt. 88. But may the plaintiff in the instant case have the benefit of the proceeds of the insurance policy in the hands of the executor? Since in fire insurance an interest in the property destroyed is necessary, the better reasoned opinion is that the executor sues for the benefit of those who have taken the property, subject only as the realty is, to the payment of debts. *Wyman* v. *Wyman* (1863) 26 N. Y. 253; *cf. Farmers' Mutual Ins. Co.* v. *Graybill* (1873) 74 Pa. St. 17; *Parry* v. *Ashly* (1829) 3 Sim. Ch. 97. For the contention that the heirs or devisees have no claim to the insurance, Ellis, *Insurance* (1854) 167, the case of *Mildmay* v. *Folgham* (1797) 3 Ves. 471, is relied on. This case, as pointed out in *Wyman* v. *Wyman, supra,* 259, rests on the peculiar nature of the mutual insurance company, whose policy was involved. As to the respective rights of the life-tenant and remainderman, the life-tenant is entitled at least to the use of the insurance money for life. *Culbertson* v. *Cox* (1882) 29 Minn. 309, 13 N. W. 177. In Virginia, on the theory that the realty has been converted into personalty, the life-tenant is entitled to the use of the money only and may not rebuild unless the remainderman consents. See *Haxall's Ex'rs* v. *Shippen* (Va. 1839) 10 Leigh 536, 551. But in the analogous situation, where the life-tenant insures, those jurisdictions which hold that he retains the recovery in trust for the remainderman, allow him to discharge the trust by rebuilding. See *Green* v. *Green* (1899) 56 S. C. 193, 209, 34 S. E. 249; *Convis* v. *Citizens' Mut. Ins. Co.* (1901) 127 Mich. 616, 623, 26 N. W. 994. To the facts of the instant case, this rule seems equally applicable. It would put the remainderman in *statu quo,* benefit the life-tenant, and encourage him to use the land during his life,—results which accord with social policy.

JOINT TORTFEASORS—RELEASE OF ONE DOES NOT RELEASE OTHERS.—The plaintiff's intestate was killed as a result of the joint negligence of the defendant and one H. Previous to this action, the plaintiff had released H by an instrument under seal which reserved no rights against the defendant. *Semble,* the release of H did not release the defendant. *Warner* v. *Brill* (App. Div. 3rd Dept. 1921) 185 N. Y. Supp. 586.

The old rule that the release of one joint tortfeasor releases all, even though the rights against the others were expressly reserved, has been modified by the more recent decisions. Such an instrument is now usually construed as a covenant not to sue. *Dwy* v. *Connecticut Co.* (1915) 89 Conn. 74, 92 Atl. 883; *Bland* v.